

Contract no. 239

UNION  
INSTRUMENTS

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AGREEMENT BETWEEN THE CITY OF ABSECON AND  
LOCAL 107, INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

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CONTRACT EFFECTIVE JANUARY 1, 1990  
TO DECEMBER 31, 1992

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PREAMBLE

THIS AGREEMENT made and entered into on this 28th day of September, 1990, by and between the CITY OF ABSECON, IN THE COUNTY OF ATLANTIC, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "City") and LOCAL 107, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union") represents the complete and final understanding on all bargainable issues between the City and the Union and is designed to maintain and promote a harmonious relationship between the City and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I - RECOGNITION

In accordance with the "Certificate of Representative" of the Public Employment Relations Commission dated January 16, 1990, (Docket No. RO-90-91) the City recognizes the Union as the exclusive collective bargaining agent for all full time and regular part time laborers, ground keepers, equipment mechanics and operators employed in the Department of Public Works.

ARTICLE II - MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and

responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
4. To exercise complete control and discretion over the City's organization and the technology of performing its work;
5. To schedule employee work hours;
6. To take all necessary actions to carry out its mission in emergencies (emergencies are construed as a sudden, generally unexpected occurrence demanding immediate action);

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance

thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

#### ARTICLE III - SENIORITY

A. Seniority is defined as the total length of paid service of an employee with the City commencing with his or her latest date of hire.

B. In the event the City decides to lay off employees for any reason, employees shall be laid off by job title in the inverse order of their seniority. An employee laid off from his or her department may exercise his or her seniority to bump an employee in a lower title within the bargaining unit with less seniority which that employee either previously held with the City or duties of which he or she can perform immediately without any additional training. Seniority shall be accrued during the time an employee is laid off to the time an employee is given a notice of recall.

C. An employee who is unable to work as a result of an injury covered by worker's compensation shall continue to accrue seniority for a maximum period of one (1) year.

D. There will be a probationary period of thirty (30) calendar days for newly-hired employees, and they shall not accrue any seniority in the bargaining unit during their probationary period. During the employee's probationary period, the City may discharge him or her in its sole judgment without recourse by said employee or the Union; and the City's action shall not be subject to the Grievance or Arbitration provisions in this Agreement. If the City retains said employee after the completion of his/her probationary period, his or her seniority in the bargaining unit shall be computed from the first (1st) day of his or her employment.

E. The City shall supply the Union with the seniority list of all employees setting forth the date of hire and the job classification of such employees. This list shall be maintained by the City and be brought up to date every twelve (12) months. The City shall also provide the Union with a complete list of names and dates of all employees who have been laid off, discharged, hired or re-called.

F. Employees shall lose all of their seniority for any of the following reasons:

1. Discharge or suspension for cause.
2. Voluntary resignation.
3. Retirement.
4. Absence from work without reporting for three (3) consecutive days unless there were justifiable

extenuating circumstances which prohibited the employee from reporting his or her whereabouts.

5. Failure to contact the City within three (3) days after notice to the last know address to report from layoff and failure to report for work within one (1) week after notice of layoff recall.

6. Promotion out of the bargaining unit.

G. To protect his or her seniority, each active and laid-off employee will keep the Employer informed of his or her current home address and telephone number. At the time of layoff, such employee will be given an opportunity to write his or her correct home address and telephone number with his or her signature on a City form furnished for that purpose and he will receive a copy of such form.

H. Whenever practical, the City shall give three (3) days notice of layoff if it is reasonably expected to last for more than two (2) weeks, and twenty-four (24) hours notice if it is reasonably expected to be less than two (2) weeks.

#### ARTICLE IV - GRIEVANCE PROCEDURE

##### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

B. Definition: The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the City.

C. The Union business representative shall have the right to participate in all steps of the Grievance Procedure noted below.

D. Steps of the Grievance Procedure: The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One

- (a) An aggrieved employee shall institute action under the provisions hereof within three (3) working days of the occurrence of the grievance or knowledge of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said three

(3) working days shall be deemed to constitute an abandonment of the grievance.

- (b) The Supervisor shall render a decision within three (3) working days after receipt of the grievance.

#### Step Two

- (a) In the event a satisfactory settlement has not been reached the employee shall, in writing and signed, file his or her complaint with the Department Head (or his representative) within five (5) working days following the determination by the Supervisor.
- (b) The Department Head, or his representative, shall render a decision in writing within ten (10) working days from the receipt of the complaint.

#### Step Three

- (a) In the event the grievance has not been resolved at Step Two, then within three (3) working days following the determination of the Department Head or within three (3) working days following the time allotted for such determination, the matter may be submitted to the City Administrator.
- (b) The City Administrator or his or her representative, shall review the matter and make a determination within ten (10) working days from the receipt of the complaint.

#### Step Four

- (a) In the event the grievance has not been resolved at Step Three, the Union may within ten (10) working days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the New Jersey Public Employment Relations Commission.
- (b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the City Administrator.
- (c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions to this Agreement or any amendment or supplement thereto.
- (d) The costs for the services of the arbitrator shall be borne equally between the City and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.
- (e) The arbitrator shall set forth his or her findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing unless agreed to otherwise by the parties.

Except as otherwise provided for by law, the award of the arbitrator shall be final and binding.

E. City Grievances

Grievances initiated by the City shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the filing of the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing a grievance between the representative of the City and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Four above.

ARTICLE V - UNION REPRESENTATIVES - SHOP STEWARD

A. The designated Business Representative of the Union may enter the City facilities or premises for the purpose of observing working conditions or assisting in the adjustment of grievances provided that the Union does not abuse the privilege or interrupt the work or normal business of the City. There shall be no Union meetings on City time. Union meetings may be held on City property provided such facilities are available and further provided that permission is secured in advance from the department head.

B. The City recognizes the right of the Union to designate one Shop Steward and one alternate who shall act only in the absence of the Shop Steward.

C. The authority of the Shop Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement. Employees shall have the right to the presence of a Shop Steward or a representative of the Union during the discussion of any grievance with representatives of the City.
2. The transmission of such messages and information which shall originate with or be authorized by, the Local Union or its officers, provided, such messages and information:
  - (a) Have been reduced to writing; or
  - (b) If not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the City's business.

#### ARTICLE VI - WORK WEEK

A. The work week currently in effect will remain in effect, except as specifically modified by this Agreement. The work day during the summer shall be from 7:00 a.m. to 3:30 p.m. with a one hour lunch. The work day during the winter shall be from 7:30 a.m. to 4:00 p.m. with a one hour lunch. The City shall annually designate the beginning and end of the summer

schedule. The City reserves the right to alter the work day to start earlier for purposes of paving.

B. Employees shall be given one (1) fifteen (15) minute break during the regularly scheduled workday. The morning break shall be from 9:30 a.m. to 9:45 a.m.

#### ARTICLE VII - OVERTIME

##### A. Definition of Overtime

Authorized work performed in excess of the assigned hours in any work day (7 1/2 hours) or week (37 1/2 hours) for each class of positions shall be considered overtime. The provisions of this Article shall apply to such overtime which has been properly directed and authorized in advance by the appropriate department head or his designee. There shall be no pyramiding of overtime.

Notwithstanding any other provision in this Agreement to the contrary, unless the employee submits clear proof that he/she is ill and is unable to work, an employee who has used all of his/her sick and vacation time and is on payroll deletion shall not be entitled to the daily overtime provision of this Article and shall receive overtime pay only after completion of thirty seven and one half (37 1/2) hours worked in a work week.

The purpose of this provision is to insure the daily presence of all employees even though some may have worked overtime on any day during the work week; it is not intended to penalize the legitimately ill, but is intended to recognize malingering.

B. All employees covered in this Agreement shall have worked the day before or the day after the holiday to be eligible for additional holiday pay benefits unless legitimately ill. Legitimate illness with pay shall be considered as days worked for overtime and holiday pay purposes.

#### ARTICLE VIII - VACATION LEAVE

A. Annual vacation leave (all vacation time must be approved by Supervisors) with pay for all employees covered in this contract hired after July 1, 1990 shall be as follows: After one (1) year of service ten (10) working days vacation each year thereafter up to five (5) years of continuous service; fifteen (15) working days vacation each year after completion of five (5) years and up to fifteen (15) years of continuous service; twenty (20) working days vacation each year after the completion of fifteen (15) years of continuous service.

For all employees covered in this contract hired before July 1, 1990 annual vacation leave shall be as follows: After one (1) year of service, fifteen (15) working days each year thereafter up to five years of continuous service; eighteen (18) working days vacation each year after completion of five (5) years and up to ten (10) years of continuous service; twenty-one (21) days vacation after 10 years and up to 15 years of continuous service; twenty-four (24) days vacation after 15 years of continuous service.

B. The monetary value of vacation days taken prior to the

actual earning of time shall be deducted from the employee's final paycheck should his services be prematurely terminated.

C. Vacation allowance must be taken during the current calendar year that the employee is eligible for vacation at such time as permitted or directed by the City unless the City determines that it cannot be taken because of pressure of work. Any unused vacation may, with the approval of the Department Director, be carried forward into the first three months of next year only.

D. If an official holiday occurs during an employee's authorized vacation, he or she will be entitled to an additional day in lieu of the holiday.

E. Vacation Leave Due Upon Separation

1. An employee who is retiring or who is otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.
2. Whenever a permanent employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of the death.

## ARTICLE IX - HOLIDAYS

### A. Days Observed as Holidays

1. The following days will be considered as holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving
Good Friday	Friday immediately following Thanksgiving
Memorial Day	Christmas
Independence Day	1 personal holiday

2. When any of these legal holidays fall on Sunday, the following Monday shall be the official holiday. Should any of the listed holidays fall on a Saturday, the Friday preceding shall be the official holiday.

### B. Compensation

1. All employees who are required to work on any of the official holidays mention in Subsection A above will receive compensation at the rate of two and one-half (2 1/2) hour's pay for each authorized hour worked.

## ARTICLE X - HEALTH INSURANCE AND LIFE INSURANCE

A. The City agrees to provide Health Insurance coverage during the lifetime of this Agreement for all employees and the eligible members of their families in accordance with the State of New Jersey hospitalization plan.

B. Since the City is required to offer alternative coverage through a health maintenance organization, employees may exercise their option to select such alternative coverage.

C. The City agrees to provide a Prescription Plan during the lifetime of this agreement to members of Local 107 International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and their eligible dependents. The Plan will provide a \$2.00 co-pay.

D. The City reserves the right to change insurance carriers during the lifetime of this agreement so long as comparable benefits are provided by the new carrier. The City shall notify the Union if such change is made. In any event there shall be no interruption of medical benefit coverage for the employees covered by this Agreement.

E. A provisional employee shall have served a minimum of ninety (90) days of continuous service with the City of Absecon to be eligible for coverage in all instances.

F. If this coverage is provided by a contract of insurance, the liability of the City shall be limited to the terms of the contract.

#### ARTICLE XI - SICK LEAVE

##### A. Service Credit for Sick Leave

1. All permanent employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are

unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

B. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis on 1 and 1/4 working day per month during the remainder of the first year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
3. An employee upon retirement from the City through the Public Employees Retirement System shall be entitled to be compensated for fifty (50%) percent of their accumulated sick time up to a maximum of one hundred and eighty (180) days.

C. Reporting of Absence or Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.
  - (a) Failure to so notify his supervisor may be cause for denial of the use of sick leave for that

absence and constitute cause for disciplinary action.

- (b) Absence without notice for three (3) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
  - (a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.
  - (b) The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Business Representative of the Union and a representative of the City.

2. The City may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined at the expense of the City, by a physician designated by the City. Such examination shall establish whether, as a result of the employee's illness, the employee is capable of performing his or her normal duties and that his/her return will not jeopardize the health of the employees.

#### ARTICLE XII - BEREAVEMENT LEAVE.

A. In the event of a death in the employee's immediate family, the employee shall receive a three day leave with pay. The term "immediate family" shall include only the employee's father, mother, step-parent, mother/father-in-law, grandparents, sister, brother, spouse, child, foster-child, step-child or grandchild.

B. The City may require proof of death.

#### ARTICLE XIII - EMPLOYEE TRAINING

A. The City and the Union agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence.

B. The Union agrees that it will encourage employees to maintain acceptable and increased levels of competence by:

1. Keeping abreast of changes occurring in their field, craft, trade, profession, or occupation:

2. Participating in development activities in order to perform more efficiently in current and future assignments. These development activities may include on-the-job training and classroom training.
3. Realizing that not all training and development are directly related to their jobs and that they have a responsibility for self-development.
4. Utilizing and sharing with fellow employees new skills acquired through training.

C. The City will plan and provide for training and development of employees to meet acceptable and increasing levels of competence.

D. A full time employee may attend a job related seminar or training program provided he obtains the prior approval of the City Administrator. The City shall reimburse the employee for the following costs incurred in attending the approved course:

1. Mileage at the prevailing rate, if the employee uses his personal vehicle.
2. Lunch, if not included as part of the program.
3. The fee for the course.

E. A full time employee who is required by the City Administrator to attend a job related seminar or training program during the employee's scheduled day off shall be paid time and one-half the employee's regular hourly rate for the time in actual attendance at the course.

F. An employee who attends a job related seminar or training program under this Article on his regularly scheduled work day shall be paid for the day at his regular straight-time hourly rate.

#### ARTICLE XIV - EMPLOYEE PERFORMANCE

A. The Union agrees to support and cooperate with the City in improving employee performance. In furtherance thereof the Union shall encourage all employees to:

1. Be in attendance and punctual for scheduled work hours, unless unavoidably prevented.
2. Give such effort to their work as is consistent with requirements thereof.
3. Avoid waste in the utilization of materials and supplies.
4. Maintain and improve levels of performance.
5. Assist in preventing accidental injury to themselves and others.
6. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible.
7. Assist where possible, in building good will between the City, the Union and the public at large.

B. The Union recognizes that it is the City's responsibility to determine levels of performance for employees, and to establish standards and methods to provide services to the

public in the most efficient manner possible. The Union pledges its cooperation in the attainment of such standards and methods.

#### ARTICLE XV - BULLETIN BOARDS

Bulletin boards shall be made available by the City at the Public Work's Garage for the use of the Union for the purpose of posting Union announcements. The Director of the Department, or his representative may have removed from the bulletin boards any material which does not conform with the intent and provision of this Article.

#### ARTICLE XVI - WAGES AND LONGEVITY

A. Employees employed as of September 1, 1990 covered under this Agreement shall receive effective January 1, 1990, a four (4%) percent increase in their annual salary provided that no employee covered by this Agreement and employed as of September 1, 1990 shall receive a salary of less than \$15,500.00.

B. Employees covered under this Agreement shall receive an additional four (4%) percent increase effective January 1, 1991 provided that no such employee employed as of September 1, 1990 shall receive a salary of less than \$17,000.00.

C. Employees covered under this Agreement shall receive an additional four (4%) percent increase effective January 1, 1992 provided that no such employee employed as of September 1, 1990 shall receive a salary of less than \$17,997.00.

D. Employees hired after September 1, 1990 shall receive a minimum salary for 1990 of \$15,500.00, for 1991 the minimum

salary shall be \$16,120.00 and for 1992 the minimum salary shall be \$16,765.00.

E. Employees covered under this Agreement shall receive in addition to their annual salary longevity based upon years of continuous service as follows:

After five full years of continuous service	3%
After ten full years of continuous service	4%
After fifteen full years of continuous service	5%
After twenty full years of continuous service	6%

Longevity shall be applied on the basis of the employee's anniversary date of employment and shall commence at the adjusted rate of the pay period immediately following said anniversary date.

#### ARTICLE XVII - DEDUCTIONS FROM SALARY

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues, initiation fees and uniform assessments for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e as amended.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, Union shall furnish to the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead

of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

C. The Union will provide the necessary "Check-Off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Union to the City or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed reduction.

#### ARTICLE XVIII - REPRESENTATION FEE IN LIEU OF DUES

A. All employees in the bargaining unit who are not members of the Union shall be required to pay a representation fee in lieu of dues for services rendered by the Union.

B. The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the Union to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefitting only its members, with a maximum limit of 85 percent of the regular membership dues, fees and assessments.

C. The Union shall establish and maintain a demand and

return system which provides prorata returns as required by N.J.S.A. 34:13A-5.5 and N.J.S.A. 34:13A-5.6.

D. The Union shall be entitled to the representation fee only if membership in the Union is available to all employees in the bargaining unit on an equal basis; and, provided further, that nothing herein shall be deemed to require any employee to become a member of the Union.

E. Payment of the representation fee shall be made to the Union during the term of the collective bargaining agreement affecting such non-member employees and during the period, if any, between successive agreements so providing.

1. The employer shall deduct the representation fee from the wages or salaries of the non-member employees.
2. The Union shall provide to the employer a list of membership dues, fees and assessments charged to its own members, and the cost of any benefits financed therefrom which benefit only members; any change in this list must be reported to the employer within 15 days of such change.
3. The deduction process and the transmission of fees to the Union will, as nearly as is efficient and practical for the employer, be the same as the deduction process and transmission of regular membership dues, fees and assessments to the Union.
4. Obligation to pay the representation fee shall start on the ninetieth day after the beginning of the

employees's employment in a position included the bargaining unit, or (2) the tenth day after re-entry into the bargaining unit for (1) employees who previously served in a position included in the bargaining unit who continued in the employee of the employer in an excluded position and (2) individuals being re-employed in the bargaining unit from a re-employment list.

#### ARTICLE XIX - JOB POSTING

A. In the event any new job is created or a vacancy occurs in the bargaining unit on other than a temporary basis, the City will post a notice on all department bulletin boards for a period of three (3) work days indicating that the vacancy exists. Any employee desiring the position or job may submit a written application for the job to his supervisor within the three (3) workday period. The City will consider the qualifications of any applicant who submits his application within the three (3) day period.

B. The City will consider the qualifications of applicants on the basis of skill, ability, and physical fitness to perform the work, and where these factors are equal among applicants, seniority shall govern.

C. In the event a successful applicant does not prove satisfactory or is not satisfied within thirty (30) calendar days in his new position, he will be returned to his former position with no loss of seniority.

#### ARTICLE XX - LEAVE OF ABSENCE

A. Any employee desiring a leave of absence from his employment shall secure written permission from the Administrator, who may grant or deny this request with his sole discretion. A maximum leave of absence shall be one hundred and twenty (120) days and may be extended by the City for like periods. During the period of absence, the employee shall not engage in gainful employment, except with the express written permission of the Administrator. Failure to comply with this provision shall result in termination of employment.

B. Employees on leave of absence because of illness may be required to submit a doctor's certification that they continue to be disabled or that they are physically fit to return to work.

#### ARTICLE XXI - MILITARY LEAVE

A. Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and Amendments thereto, shall be granted all rights and privileges provided by the Act.

#### ARTICLE XXII - SAFETY COMMITTEE

A. The Union and the City agree to the formation of a Safety Committee to be composed of one (1) representative of each party.

B. The safety committee shall meet informally every thirty (30) days at the request of either party for the purpose of

discussion and making recommendations to eliminate any unsafe conditions.

#### ARTICLE XXIII - GENERAL PROVISIONS

A. The City agrees that it will not enter into any written or oral agreement with any employee covered by this Agreement which is inconsistent with or which in any way may modify or waive any of the provisions of this Agreement.

B. Employees shall, as of the time of the adoption of the annual City budget, receive an annual clothing allowance of \$400.00 which shall be used as a credit at City designated vendors for the purchase of work uniforms, work outerwear, thermal underwear and thermal socks. New hires shall receive a prorated credit upon completion of their probationary period retroactive to the date of hire.

#### ARTICLE XXIV - NO-STRIKE AND NO-LOCKOUT PLEDGE

A. During the term of this Agreement the Union agrees on behalf of itself insofar as is legally possible on behalf of each of its members that there will be no strike of any kind and the City agrees that it will not cause any lockout.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and

proper performance of the employee's duties of employment, work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

C. In the event of a strike, slowdown, walkout, or job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the City to invoke any of the following alternatives:

1. Withdrawal of Union recognition;
2. Withdrawal of dues deduction privileges (if previously granted);
3. Such activity shall be deemed grounds for termination of employment of such employee or employees.

D. Nothing contained in this agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

#### **ARTICLE XXV - NON-DISCRIMINATION**

A. There shall be no discrimination by the City or the Union against an employee on account of race, age, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the City or any of its representatives against any of the employees covered under this Agreement because

of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

C. Where used in the masculine, all pronouns shall apply equally to the feminine gender.

#### ARTICLE XXVI - SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### ARTICLE XXVII - FULLY BARGAINED PROVISION

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXVIII - DURATION

This Agreement shall be in full force and effect as of January 1, 1990 and shall be in effect to and including December 31, 1992. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one-hundred and fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

ATTEST:

  
William E. Hurd, Clerk


CITY OF ABSECON

  
PETER C. ELCO, Mayor

ATTEST:

  
Jane P. Opie

TEAMSTERS LOCAL 107

  
JOSEPH FERLA  
Business Representative

## RESOLUTION

WHEREAS, Local 107 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America has been designated by the Public Employment Relations Commission on January 16, 1990 as the exclusive collective bargaining agent for all full time and regular part-time laborers, ground keepers, equipment mechanics and operators employed in the Department of Public Works, and

WHEREAS, the City of Absecon has negotiated an Agreement with the collective bargaining representative which has been ratified by a majority of full membership of the unit,


NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Absecon as follows:

1. The Mayor be, and he is hereby authorized, to enter into an Agreement, a copy of which is annexed hereto, with Local 107 International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America for the period of January 1, 1990 up to and including December 31, 1992.

2. A true copy of this Agreement, when executed, shall be filed by the City Clerk with the Public Employment Relations Commission as required by law.

This is to certify that this is a true copy of a resolution adopted by Absecon City Council at a Special Meeting held on September 20th, 1990

ATTEST:

  
William E. Hurd, City Clerk/Adm

SEP 10 1990

REC'D ALL

RESOLUTION NO. 1991 -

RESOLUTION AUTHORIZING EXECUTION OF  
CONTRACT WITH THE WEST MILFORD MUNICIPAL EMPLOYEES GUILD

WHEREAS, the Township of West Milford and the West Milford Municipal Employees Guild have concluded their negotiations, pursuant to the provisions of Chapter 123 P.L. 1974 of the State of New Jersey, and have arrived at an agreement for the employees of the West Milford Municipal Employees Guild for years 1990 and 1991; and

WHEREAS, the Township Council has examined the said agreement and it meets with their approval; and

WHEREAS, the Township Council is advised that the said West Milford Municipal Employees Guild has ratified and approved of said agreement;

NOW, THEREFORE, BE IT RESOLVED, that the aforestated agreement be and the same is herewith formally approved; the Mayor and Manager are hereby authorized and directed to sign said agreement for and on behalf of the Township of West Milford, the Township Clerk is authorize and directed to attest to the same; sufficient copies are to be signed and/or attested, so that each of the parties shall receive a signed copy, and the Township Clerk shall cause one signed copy to be filed with the New Jersey Public Employment Relations Commission in accordance with the provisions of R.S. 34:13A-1 et seq., subject to the adoption of the related salary ordinance.

Adopted: April 3, 1991

Adopted this 3rd. day of

April, 1991 and certified

as a true copy of an original.

Kevin J. Byrne  
Township Clerk

Res. Book  
All Depts.  
W.M. M.E.G.  
N.J.P.E.R.C. ✓  
Subject File